

EXHIBIT A

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E-mail from Mr. Baker to Mr. Kemp dated August 9, 2021

From: [Baker, Neil](#)
To: [J.P. Kemp](#)
Cc: [Taylor, Karyn](#); [Koorndyk, Ann](#)
Subject: Vickie Hale v. Club Demonstration Servs., Inc. et al. (Case No. 3:21-cv-00257-MMD-WGC)
Date: Monday, August 9, 2021 9:34:52 AM
Attachments: [image001.png](#)
[image002.png](#)
[Vickie Hale - Arbitration Agreement 4823-6709-4517 1.pdf](#)
[Vickie Hale - E-Signatures 4822-2258-7637 1.pdf](#)

J.P.,

I appreciate your time on the phone this morning. As discussed, Ms. Hale signed an agreement to arbitrate all disputes arising out of her employment, including the claims alleged in the Complaint in this matter. The agreement and proof of electronic signature are attached here. To avoid unnecessary expense, we ask that you please agree to stipulate to move this matter to arbitration. If you are unwilling to stipulate, we will move to compel.

Thank you,
Neil

Neil Baker

Associate
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ARBITRATION AGREEMENT

It is in the interest of Club Demonstration Services, Inc. (CDS)/Daymon Interactions (DI) and its employees that, whenever possible, disputes relating to employment matters be resolved quickly and fairly. Should any matter remain unresolved, and in consideration for the mutual promises herein, you and CDS/DI agree that any dispute covered by this Agreement shall be submitted for resolution through arbitration instead of through trial by court or jury.

You and CDS/DI agree that final and binding arbitration shall be the exclusive remedy for any dispute arising out of your employment, including but not limited to your recruitment, hire, claim of discrimination or harassment in the workplace, or termination of employment, and including any claims against our clients arising out of your performance of services as a representative of CDS/DI, on or away from, our client's property, except to the extent emergency injunctive relief is required by either party pending arbitration. This Agreement also applies to any action by one employee against another that arises out of the employment of either employee. For example, if your employment with CDS/DI is terminated and you contend that the termination violates any statute, term of employment, or public policy, then you and CDS/DI will submit the matter to final and binding arbitration for resolution, in lieu of any court or jury trial to which you or CDS/DI may be entitled. This Agreement covers all common-law and statutory claims described above, including, but not limited to, any claim for breach of contract and for violation of laws forbidding discrimination on the basis of race, color, religion, gender, age, national origin, and disability. This Agreement does not cover claims for Workers' Compensation or Unemployment Compensation benefits or charges filed with government agencies. You understand that you are giving up no substantive rights, and this Agreement simply governs forum. For example, applicable statutes of limitations would apply to your claims.

Arbitration under this Agreement shall be before a single arbitrator in the county in which the dispute arose and will be administered in accordance with the employment arbitration rules of the American Arbitration Association (AAA), and its procedures then in effect, which can be found at www.adr.org. CDS/DI shall pay the administrative fees and costs of the arbitrator, and each party shall pay their own costs and attorney fees, if any, unless the arbitrator rules otherwise. If the parties cannot agree on an arbitrator, the AAA rules will govern selection. The arbitrator's award is to be in writing, with reasons given and evidence cited for the award. Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award, or (ii) vacating, modifying, or correcting the award on any ground referred to in the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* This is the complete agreement of the parties on the subject of arbitration of disputes. This Agreement supersedes any prior oral or written understandings on the subject. This Agreement can be modified only by a writing signed by you and the VP/General Manager of CDS/or the VP of DI, referencing this Agreement and stating intent to revoke or modify it. If any provision of this Agreement is determined to be invalid, void, or unenforceable, then that adjudication shall not affect the validity of the remainder of the Agreement. All other provisions shall remain in full force and effect.

This Agreement shall not be construed to create any contract of continued employment and in no way alters your status as an at-will employee, permitting either you or CDS/DI to terminate your employment at any time, with or without cause or advance notice.

By signing this Agreement, the parties acknowledge that each has read and understands this Agreement, and has had enough time to consider this Agreement before signing it, and that this Agreement is entered into voluntarily. By signing this Agreement, you and CDS/DI agree to substitute arbitration for a court or jury trial as the means of resolving any dispute covered by this Agreement.

[illegible]